

Sewerage and Water Board of New Orleans

REQUEST FOR PROPOSALS

Armored Car Service



Proposal Opening Date: March 10, 2021
Proposal Opening Time: 11:00 A.M. (Local Time)

Sewerage and Water Board of New Orleans

NOTE TO PROPOSERS:

- 1) Submit the separate set of Proposal Forms with all required information as your Proposal.**
- 2) Retain the complete set of Specifications and Contract Documents for your file.**

Sewerage and Water Board of New Orleans

Sewerage and Water Board of New Orleans

Request for Proposals

Notice is hereby given that sealed proposals will be received by the Sewerage and Water Board of New Orleans (SWBNO) Purchasing Department or “Board” until **March 10, 2021 11:00 a.m.** local time at 625 St. Joseph St., Room 133, New Orleans, Louisiana 70165 for:

Armored Car Service

Proposal reading will follow via telephone conference:

Microsoft Teams meeting **Join on your computer or mobile app** [Click here to join the meeting](#)

Or call in (audio only) [+1 504-224-8698](#), Phone Conference ID: 692 127 090#

Only names of respondents will be read.

SWBNO will not accept proposals submitted by fax. All proposals **must be received** by the SWBNO on or before the Delivery Deadline. The SWBNO will not accept proposals delivered after the said deadline. The SWBNO will not credit delivery claims not clearly documented by original receipt.

Copies of the solicitation and related information are available from the SWB’s website at https://www2.swbno.org/business_bidspecifications.asp

The right to reject any and all proposals is reserved by the SWBNO.

*Note: SWBNO has elected to use LaPAC, the state’s online electronic bid posting and notification system, in addition to its standard means of advertising this requirement. LaPAC is resident on State Purchasing’s website at

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/dspBid.cfm?search=department&term=181> and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates. Though not required if receiving solicitation and addenda notices from LaPAC, SWBNO will mail addenda to all vendors contacting our office and requesting to be put on our office Vendor Listing for this solicitation.

Questions & Addenda: Inquiries and/or requests for clarification are due to the SWBNO Procurement Department on **February 17, 2021 no later than 1:00 p.m.** Inquires may be either in writing, email to Purchasing Analyst, Erin Waver, eweaver@swbno.org. Any request received after that time may not be reviewed. Questions must be submitted in writing and must include the Respondent’s name, address, and telephone number. In its discretion, SWBNO may respond to questions and inquiries by written addenda posted on SWBNO’s website prior to the Submission Deadline. Respondents shall not rely on any representation, statement or explanation other than those made in this RFP and any addenda. If there is a conflict between this RFP and any addenda, the last addendum issued will prevail.

Due to the COVID-19 Public Health Emergency declared by Governor John Bel Edwards in Proclamation Numbers 41, 33, 32, 30, 27, and 25 JBE 2020, electronic proposal delivery may be utilized for this RFP.

If choosing to submit electronically, proposals must be received by electronic copy to the **RFP-Proposals@swbno.org** on or before **March 10, 2021, 11:00 am CST**. Proposers e-mailing their proposals should allow sufficient time to ensure receipt of their proposal by the time specified.

The proposal package must be emailed to: **RFP-Proposals@swbno.org** with the Subject Line: marked **“RFP - Armored Car Services and (your company name)”**. If the file size of the email submission exceeds server requirements, the email submission may be broken into smaller emails with “Part 1 of ___” included at the end of each original Subject Line (e.g. RFP# marked **“RFP - Armored Car Services and (your company name).”** Proposal Submission – [Proposer Name] – Part 1 of 3).

SWBNO assumes no liability for assuring accurate/complete e-mail transmission and receipt. The responsibility solely lies with each Proposer to ensure their proposal is received at the specified email address prior to the deadline for submission. Proposals received after the deadline, corrupted files, and incomplete submissions (e.g. Part 1 and Part 2 of 3 are received, but Part 3 is not) will not be considered.

Respondents must complete all required attachments and submit along with electronic proposal submission.

Request for Proposals ARMORED CAR SERVICES

Request for Proposals: The Sewerage and Water Board of New Orleans (the Board) is charged with the responsibility of providing sewer, water, and drainage services to the city of New Orleans and must provide a high standard of customer service. The Board is seeking an armored car service that will meet the business requirements and contribute to the safety of our customers.

Submission Instructions: Respondents shall submit Proposals to the Sewerage & Water Board of New Orleans, Procurement Department, 625 St. Joseph Street, Room 133, New Orleans, Louisiana 70165, 504-585-2124 if submitting electronically to RFP-Proposals@swbno.org, **no later than 11:00 a.m. on March 10, 2021 (CT)** (the “Submission Deadline”) **in a sealed** envelope marked “Armored Car Services,” bearing the Respondent’s name and address, and containing:

- a. If not submitting electronically, six (6) signed hardcopies of the proposal in a sealed envelope, marked “Armored Car Services” and one (1) digitally signed proposal (maximum of three files) on a Flash Drive, in Microsoft Word format or as a PDF file, marked “Armored Car Services”;
- b. If not submitting electronically, six (6) printed hard copies of the related **cost** proposal enclosed in a separate sealed envelope, marked “Armored Car Services”;
- c. A signed cover letter including the company’s name, address and primary contact for the proposal. The primary contact information shall include submitter name, telephone, and email address.
- d. Proposers must complete all required attachments and submit along with both electronic and hardcopy proposal submissions.

The proposal should clearly demonstrate the applicant’s qualifications to perform the needed services and attend all factors applicable in a professional relationship. Proposals should include detailed resumes or curricula vitae for the principals performing the services.

The Board will not accept proposals submitted by fax. All proposals **must be received** by the Board on or before the Submission Deadline. The Board will not accept proposals delivered after the said deadline. The Board will not credit delivery claims not clearly documented by original receipt.

Point of Contact: All correspondence and other communications regarding this RFP shall be directed to: Sewerage and Water Board of New Orleans, Procurement Department, Erin Weaver, eweaver@swbno.org 625 St. Joseph Street, Room 133, New Orleans, Louisiana 70165, 504-585-2125.

Prohibition of Communication: From the date of initial advertisement until the Board selection, Respondents (including potential Respondents) and any person acting for any of them shall not communicate with any Board’s officer or employee, except for the point of contact identified above, concerning this RFP. This prohibition does not apply to oral communications at solicitation conferences or at evaluation committee meetings concerning this RFP. This prohibition does not apply to communications at any time with any Board employee or elected official regarding matters not concerning this RFP.

Questions & Addenda: Inquiries and/or requests for clarification are due to the SWBNO Procurement Department on **February 17, 2021** no later than 1:00 p.m. Inquires may be either in writing or via email to **Erin Weaver** eweaver@swbno.org (504) 585-2125. Any request received after that time may not be

reviewed. Questions must be submitted in writing and must include the Respondent's name, address, and telephone number. In its discretion, the Board may respond to questions and inquiries by written addenda posted on the Board's website prior to the Submission Deadline. Respondents shall not rely on any representation, statement or explanation other than those made in this RFP and any addenda. If there is a conflict between this RFP and any addenda, the last addendum issued will prevail.

Ownership: All Responses, including any submitted documents, to this RFP or any resulting solicitation are the property of the Board for all purposes. Respondents must clearly mark individual documents or information that the applicant claims are exempt from public record disclosure and specifically justify the exemption. The Board does not guarantee the confidentiality of submissions.

Effect: This RFP and any related discussions, evaluations, proposals, or resulting solicitations by the Board or any person on its behalf create no rights or obligations whatsoever except as provided in this RFP. The Board may cancel or modify this RFP or any resulting solicitation at any time at will, with or without notice. Anything to the contrary notwithstanding, any professional services agreement executed by the Board will be issue the exclusive statement of rights and obligations extending from this solicitation.

Responses: A Response should clearly demonstrate the Respondent's proposals to perform the needed services and to attend all factors applicable in a professional relationship. A Response must include:

- A description of the Respondent's relevant experience, licensure, and membership in professional organizations;
- Detailed resumes or curricula vitae for the Respondent(s) who will perform the services;
- A statement dated and signed by the Respondent's authorized representative: "By submitting this Response, Respondent agrees to the Contract Terms as provided in Attachment "B" to the RFP, and expressly waives any future right to contest these provisions or their inclusion in any professional services RFP."

Evaluation Process:

The Contract Administrator must establish a Selection Evaluation Committee with relevant subject-matter expertise to review and evaluate Responses to the RFP in accordance with the Sewerage and Water Board's Professional and Personal Services Procurement Policy Memorandum No. 95.

The Selection Evaluation Committee shall first evaluate the proposals on the basis of criteria other than price. The members on the Selection Evaluation Committee shall either complete the numerical grading and provide a written explanation stating the reasons for the rating for each criteria, or, if using the wholly qualitative evaluation criteria, the members shall provide a rating of a proposal as highly advantageous, advantageous, not advantageous, or unacceptable and state the reasons for the rating for each criteria.

The Selection Evaluation Committee will evaluate, grade, and rank Responses based on the following technical criteria according to the principles of the Sewerage and Water Board's Professional and Personal Services Procurement Policy Memorandum No. 95.

Technical Criteria

(50%) Specialized experience and technical competence

- (40%) Performance history, including, competency, responsiveness, work quality and the ability to meet schedules and deadlines.
- (10%) Maintenance of an office, residence or domicile in Orleans Parish, to the extent permitted by law.

DBE Participation:

DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PROGRAM

It is the policy of the Board to encourage all vendors/contractors to identify and use S&WB certified DBE vendors to the fullest extent possible, even when a definitive DBE participation goal has not been established by the Board for a specific contract.

Contractor agrees to use its best efforts to carry out this policy by utilizing the current listings of approved DBE vendors available at the Board’s website at www.swbno.org, or link to https://www.swbno.org/business_disadvantagedbusinessprogram.asp

Anticipated RFP Response Timetable:

February 5, 2021	Begin Advertising
February 17, 2021 by 1:00 p.m.	Deadline for Board receipt of written questions
February 24, 2021	Response to questions distributed
March 10, 2021	Sealed Proposals Due by 11:00 AM

The Board will make every effort to administer the RFP process in accordance with the terms and dates discussed in this solicitation. However, the Board reserves the right to modify the RFP process and dates as deemed necessary at its sole discretion.

Contract Selection:

Each proposal submitted by a Qualified Respondent from the RFP process will be evaluated by the Selection Evaluation Committee in accordance with the principles of the Sewerage and Water Board’s Professional and Personal Services Procurement Policy Memorandum No. 95.

Any qualified firm selected to perform services must enter into a written, non-exclusive professional services agreement with the Board that will include the Board’s Contract Terms as provided in Attachment “B” to the RFP and may include additional required terms as identified in the solicitation or as required by the Board. **The Board reserves the right to modify the selection process as deemed necessary.**

ATTACHMENTS

Informational Only:

1. Attachment “A” – Needed Services
2. Attachment “B” – Contract Terms

***Submit with RFP Response:**

3. Attachment “C” – Conflict of Interest Disclosure Affidavit

To be Submitted Only by Successful Proposer Prior to Obtaining Contract

4. Attachment “D” – Convicted Felon Affidavit
5. Attachment “E” – Non-Solicitation Affidavit
6. Attachment “F” – Identification of Subcontractors

Additional Information Required of All Respondents

- Disclose any non-full time subcontractors.
- Submit qualifications and certifications for all project personnel as well as the firm’s qualifications.
- Submit a portfolio of directly relevant work experience within the past five (5) years.
- Provide references, especially in like services, for a municipality.
- Provide a firm resume, showing years in business, business stability and how long key personnel have been with the company.

**ATTACHMENT “A”
Sewerage and Water Board of New Orleans, Louisiana
Request for Proposals
ARMORED CAR SERVICE**

NEEDED SERVICES

The Sewerage and Water Board of New Orleans (the Board) is charged with the responsibility of providing sewer, water, and drainage services to the city of New Orleans and must provide a high standard of customer service. The Board is seeking an armored car service that will meet the business requirements and contribute to the safety of our customers.

The scope of services of this contract will include all the deposit pick-ups for the specified locations. The work includes all services, labor, materials, transportation and equipment necessary to perform the work described in the RFP at the following locations during the hours listed below:

2PM to 5PM; 625 St. Joseph St., New Orleans, LA 70165

2PM to 4:30PM; 4021 Behrman Pl., Ste. M-2, New Orleans, LA 70131

The Respondent agrees to notify the Board’s designated contact person within 48 hours when a scheduled pick- up cannot be made at the specified time.

The Respondent guarantees safe delivery to Capital One Bank Central Money Vault located at 310 Trefny Street, Metairie, La. 70003, unopened and untampered.

The Respondent shall provide, at no cost to the Board, a process for receipting each deposit and will provide a description of this process with their Proposal.

The Respondent’s responsibility of the safekeeping of the currency, coin, checks and reports shall begin when said deposit is in the possession of the Respondent or its employees and shall terminate upon delivery to the Capital One Bank Central Money Vault in compliance with the banks protocol and requirements for accepting deposits from armored car services. The Board’s representative and Respondent shall agree on the number of sealed deposit bags for each pick-up. The Board will place deposits into sealed, tampered evident bank deposit bags. Such packages shall be delivered in the same condition as received and shall obtain a signed delivery receipt from the bank for each deposit.

The Board does not guarantee what the dollar amount for any one pick-up and delivery of bank deposit will be. However, all deposits will be less than \$1,000,000 in value. The Respondent will ensure that the value of each deposit is verified and recorded prior to acceptance for transport.

The daily pick-up referred to in this RFP do not include the days observed as “holidays” as determined by the City of New Orleans.

New Year’s Day
Martin Luther King Jr.'s Birthday
Mardi Gras
Good Friday
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Day after Thanksgiving
Christmas Day

The Respondent agrees to furnish, at all times, the most expeditious and efficient service possible, however, the Respondent shall not be held liable for nonperformance or delay that is caused by means beyond the Respondent's control, such as strikes, riots or acts of God. If strikes occur within the Respondent's business, every effort must be made to complete the pick-up and delivery to the Capital One Bank Central Money Vault.

The Respondent will provide flexibility in the pick-up schedule should a change in the Board operations or staffing occur at the various locations and will not charge the Board for these changes unless frequency or pick-up changes.

ATTACHMENT "B"
Sewerage and Water Board of New Orleans, Louisiana
Request for Proposals
ARMORED CAR SERVICES

CONTRACT TERMS

I. DURATION.

- A. Initial Term. The initial term of this Agreement is one (1) year from the effective date of this Agreement.
- B. Extension. The Board may extend the term of this Agreement for up to four (4) successive one (1) year periods pursuant to validly executed amendments, provided that: any extension of this Agreement shall be subject to and contingent upon the allocation and encumbrance of funds; and the Board determines that the extension facilitates the continuity of services provided under this Agreement.

II. TERMINATION.

- A. Termination for Convenience. The Board may terminate this Agreement at any time during the term of the Agreement by giving the Contractor written notice of its intention to terminate at least thirty (30) days before the intended date of termination. In the event the Board elects to terminate for convenience, the Board shall be obligated to pay Contractor only for those services performed up to and through the date of termination.
- B. Termination for Cause. The Board may terminate this Agreement immediately for cause. "Cause" includes, without limitation, any failure to perform any obligation or abide by any condition of this Agreement, including without limitation failure to comply with the requirements of the Board's Economically Disadvantaged Business Enterprise program. If the Contractor challenges a termination for cause by the Board and prevails, the termination for cause will be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the Contractor and no further notice shall be required.

III. INDEMNITY.

- A. Indemnity. To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold the Board, its officials, employees, and agents (the "Indemnified Parties") harmless from and against:
 - 1. Any and all claims, demands, suits, judgments of sums of money to any party accruing against the Board for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the contractor or any of its subcontractors, or any of its or their agents, servants, employees, while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Contractor under this Agreement; and
 - 2. Any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of its obligation under this Agreement.
- B. Limitation. The Contractor's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.
- C. Independent Duty. The Contractor has an immediate and independent obligation to, at the Board's option: (a) defend the Board from or (b) reimburse the Board for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false, or fraudulent; or (b) the Contractor is ultimately absolved from liability.
- D. Expenses. The Contractor will bear all expenses, including without limitation the Board's reasonable attorney fees and expenses, incurred by the Board in enforcing this indemnity.

IV. INSURANCE.

Contractor shall maintain at his own expense and in good standing, such insurance as will protect the Board, the City of New Orleans, their officers, officials, employees, boards, commissions, and

volunteers, and the Contractor himself, from and against any and all claims or damages to public or private property or personal injury, including death, to employees or the public, which may arise from any operations under this contract or any of its subcontracts. The coverage shall contain no special limitations on the scope of protection afforded to the Board or the City. Both the Board and the City shall appear as "Additional Insured" on all Commercial General Liability and Business Automobile Insurance. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Board and the City, their officers, officials, employees, boards and commissions, and volunteers. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

If this transaction requires the Contractor or subcontractor's employees to enter the Board's facilities or job sites, a senior employee of the Contractor and/or any subcontractor will review the Board's Safety Orientation Notice (Notice), and will explain this Notice to every employee who will enter Board facilities. This Notice is included as a part of the specifications for this contract.

Contractor and its insurers shall agree to waive all rights of subrogation, except on their Professional Liability Policy, against the Board, the City, and their officers, officials, employees, boards and commissions, and volunteers for losses arising from work performed by the Contractor for the Board and the City. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, that has been given to the Risk Manager of the Board. In general, insurance is to be placed with insurers with a Best's rating of at least A-, although this requirement may be reviewed and modified by the Risk Manager of the Board in the best interest of the Board. The Risk Manager may also consider performing such review upon written request from Contractor. Contractor shall furnish the Board with certificates of insurance affecting coverage required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

The certificates of insurance are to be received and approved by the Risk Manager of the Board before work commences. In the event of a claim, Contractor shall make applicable insurance policies available for review by the Board. Contractor shall retain its rights to restrict disclosure of Contractor's proprietary information.

The following are the types of insurance policies and the minimum limits of insurance coverage which shall be maintained by Contractor during the entire term of the Contract:

- A. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**, as will protect him from claims under Worker's Compensation Laws. The Worker's Compensation section of the policy shall afford statutory limits and be in accordance with all Louisiana Worker's Compensation Statutes. The Employers' Liability limit shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee/policy limit for bodily injury by disease. Whenever any vessel or floating equipment is involved, the insurance shall afford coverage under the Federal Longshoremen's and Harbor Worker's Act, and shall also include protection for injuries and/or death to Master's and Members of the crews of vessels with statutory limits in accordance with the Jones Act.

- B. COMMERCIAL LIABILITY INSURANCE**, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, including Explosion, Collapse, and Underground Property Damage Hazards. The Products-Completed Operations aggregate limit shall not be less than \$1,000,000 each occurrence. The general aggregate limit shall apply separately to this project.
- C. BUSINESS AUTOMOBILE INSURANCE**, which shall cover liability arising from any auto (including owned, hired, and non-owned vehicle). The limit of liability shall not be less than \$1,000,000 combined single limit each accident for all injuries, property damage and/or death resulting from any one occurrence.
- D. ERRORS AND OMISSIONS/PROFESSIONAL LIABILITY INSURANCE**, whichever is applicable to the particular profession or services to be provided, with a limit of not less than \$2,000,000 each Claim, with a \$4,000,000 annual aggregate, **without** any restrictive “negligent error, or negligent omission” clause, and sufficient to protect the Contractor, the Board, and the City, for a five (5) year period from completion of this contract, against any and all claims which may arise from the Contractor’s negligent performance of work described herein.
- E. CRIMINAL LIABILITY INSURANCE**, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, for events that may result in theft of currency, coin and other assets in transit, storage and in possession of vendor on behalf of SWBNO as a result of criminal actions against the vendor. The general aggregate limit shall apply separately to this project.

In addition, Contractor shall be required to furnish to the Risk Manager of the Board all copies of investigative reports with regard to any and all claims filed with the Contractor and his insurance carriers relative to the contract, with the exception of claims filed against his Workers' Compensation Insurance. Such reports shall include date, location, and description of loss as well as amounts of settlements or judgments in order that annual aggregate limits may be monitored by the Board for Contractor's compliance with these specifications.

The furnishing of insurance as provided above shall not relieve Contractor of its responsibility for losses not covered by insurance. Prior to the signing of the contract, evidence of all such applicable insurance satisfactory to the Board shall be filed with the Risk Manager of the Board. All policies shall be in insurance companies authorized to do business in Louisiana and shall remain in full force and effect until the final completion of the work and acceptance thereof by the authority of the Board. Contractor and/or his insurer shall notify the Risk Manager of the Board at least thirty (30) days in advance of any insurance coverage to be canceled or of any insurance coverage that will expire. Contractor shall simultaneously furnish the Board evidence of new coverage to be effective the same day and hour of the expired or canceled coverage. In the event Contractor fails to submit this evidence of new coverage five (5) days prior to cancellation date or expiration date of any policy or policies, the Board will obtain the required coverage to become effective on date of cancellation or expiration of said policies. The cost of such new coverage shall be at the expense of Contractor and any expenditure incurred by the Board of this coverage will be deducted from any balance due to Contractor.

V. RIGHT TO AUDIT.

The Contractor will submit to any SWBNO audit, inspection, and review and, at the SWBNO's request, will make available all documents relating or pertaining to this Contract maintained by or under the control of the Contractor, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Contractor's office or place of business in Louisiana. If no such location is available, the Contractor will make the documents available at a time and location that is convenient for the SWBNO.

Administrative and financial records shall be made and kept by the contractor in accordance with generally accepted accounting principles and practices. Records shall include, but are not limited to, accounting records, daily reports, change order requests, correspondences and subcontract files (hard copies as well as computer readable data, if it can be made available). Records must be retained and made available upon request for a minimum of five (5) years following completion or formal acceptance of the contracted project.

The Contractor will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the Contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

VI. REPRESENTATIONS & WARRANTIES.

The Contractor represents and warrants to the Board that, as of the effective date of this Agreement:

1. The Contractor has the full power and authority to enter into and execute this Agreement and this Agreement is legally binding upon and enforceable against the Contractor in accordance with its terms;
2. The Contractor is not under any obligation to any other person that would be inconsistent with or in conflict with this Agreement or that would prevent, limit or impair in any way its performance of this Agreement;
3. The Contractor has no knowledge of any undisclosed fact that could materially adversely affect its condition (financial or otherwise), business operations, or its ability to fulfill its obligations under this Agreement;
4. The Contractor is not in breach of any federal, state or local statute or regulation applicable to the Contractor or its operations;
5. The Contractor presently has no, and will not acquire any, interest, direct or indirect, in any area in which the Project will be conducted or any other interest that would conflict in any manner or degree with the performance of this Agreement, and will not employ in the performance of this Agreement any person having any such an interest;
6. The Contractor's work will be accurate and free from any material errors and the Contractor's obligations under this Agreement will not be diminished in any way by the Board's approval of any work. It is understood that the Board, at all times, is relying ultimately upon the Contractor's skill and knowledge in performing the Agreement;
7. The Contractor has the requisite skills and expertise necessary to perform the services that may be required under this Agreement, will perform such services with the same degree of care, skill and diligence as would be ordinarily exercised by a competent practitioner of the same profession in which the Contractor is engaged in providing similar services in major United States metropolitan areas under the same or similar circumstances, and will re-perform, at the Board's option and at no additional cost to the Board, any or all of services that fail to satisfy this standard of care;
8. The Contractor has read and fully understands the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition; and

9. All representations and warranties contained in the Agreement remain true and correct on the date of its signature and that no event has occurred that would constitute a violation or contradiction of any representations and warranties contained in the Agreement.

VII. MISCELLANEOUS.

1. Invoices. On a monthly basis, the Contractor will submit to the Board one (1) original invoice and four (4) copies with any of back-up or verification documentation required by the Board. The invoices will be in a format previously approved by the Board and must show at a minimum all services performed in the prior month, all time expended in the performance of those services, the rates for each service provided, the costs for which the Contractor seeks reimbursement, and the amount that the Contractor claims is due for those services.
2. Independent Contractor Status. The Contractor is an independent contractor and will not be deemed an employee, servant, agent, partner, or joint venture of the Board and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the Board.
3. Exclusion of Workers' Compensation Coverage. The Board will not be liable to the Consultant, as an independent contractor as defined in La. R.S. 23:1021(7), for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Contractor will not be considered an employee of the Board for any reason, including for the purpose of Workers' Compensation coverage.
4. Exclusion of Unemployment Compensation Coverage. The Consultant, as an independent contractor, is being hired by the Board under this Agreement for hire and defined in La. R.S. 23:1472(E) and neither the Contractor nor anyone employed by it will be considered an employee of the Board for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Contractor has been and will be free from any control or direction by the Board over the performance of the services covered by this contract; (b) the services to be performed by the Contractor are outside the normal course and scope of the Board's usual business; and (c) the Contractor has been independently engaged in performing the services required under this Agreement prior to the effective date of this Agreement.
5. Waiver of Benefits. The Contractor, as an independent contractor, will not receive from the Board any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the Board under this Agreement.
6. Notice. Any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested. Notices shall be effective when received, except any notice that is not received due to the intended recipient's unjustified refusal or avoidance of delivery shall be deemed received as of the date of the first attempted delivery. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above. Nothing contained in this Agreement shall be construed to restrict the transmission of routine communications between representatives of the Board and the Contractor.
7. Non-Discrimination. In the performance of this Agreement, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the Board working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VII of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.
8. Non-Discrimination in Employment. In all hiring or employment made possible by, or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for

employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. The Contractor will require all subcontractors to comply with the requirements of this article.

9. Remedies Cumulative. No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate, and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.
10. Survival of Provisions. All representations and warranties and all responsibilities regarding record retention, access, and ownership, cooperation with Office of Inspector General investigations, and indemnification shall survive the termination of this Agreement and continue in full force and effect thereafter.
11. Assignability. The Contractor will not assign any interest in this Agreement and will not transfer any interest in the same without the Board's prior written consent.
12. Jurisdiction & Venue. For all claims arising out of or related to this Agreement, the Contractor consents and yields to the exclusive jurisdiction of and venue in the state civil courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence, including any right of removal to federal court based upon diversity of citizenship.
13. Governing Law. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.
14. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach will not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.
15. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.
16. Rules of Construction. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the Board or the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender
17. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.
18. Non-Exclusivity for the Board. This Agreement is non-exclusive and the Board may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

19. Conflict of Interest. The Contractor expressly acknowledges that this Agreement is for the performance of professional legal services on behalf of the Client, the Sewerage and Water Board of New Orleans. Therefore, the Contractor further acknowledges that it is bound by the Louisiana Rules of Professional Conduct. The Contractor represents that it has performed a conflict check and affirms that no actual, perceived, or potential conflicts exist. The Contractor acknowledges that it has an ongoing obligation to identify potential conflicts and to decline representation which presents a conflict. Any request for a conflict waiver must be presented to the Special Counsel in writing in accordance with the Louisiana Rules of Professional Conduct. Nevertheless, the Special Counsel is under no obligation to approve conflict waiver requests.
20. Prohibition Against Financial Interest in Agreement. No elected official or employee of the Board shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child, or parent of any elected official or employee of the Board shall be deemed to be a financial interest of such elected official or employee of the Board. Any willful violation of this provision, with the expressed or implied knowledge of the Contractor, shall render this Agreement voidable by the Board and shall entitle the Board to recover, in addition to any other rights and remedies available to the Board, all monies paid by the Board to the Contractor pursuant to this Agreement without regard to the Contractor's satisfactory performance of such Services.
21. Ownership of Records. Upon final payment, all data collected and all products of work prepared, created or modified by Contractor in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding the Contractor's personnel and administrative records and any tools, systems, and information used by the Contractor to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of Board and the Board will have all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the Board's name. No Work Product may be reproduced in any form without the Board's express written consent. The Board may use and distribute any Work Product for any purpose the Board deems appropriate without the Contractor's consent and for no additional consideration to the Contractor.
22. Ownership Interest Disclosure. The Contractor will provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the Board may, after thirty (30) days' written notice to the Consultant, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.
23. Subcontractor Reporting. The Contractor will provide a list of all persons, natural or artificial, who are retained by the Contractor at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the Board. In regard to any subcontractor proposed to be retained by the Contractor to perform work on the Agreement with the Board, the Contractor must provide notice to the Board within thirty (30) days of retaining said subcontractor. If the Contractor fails to submit the required lists and notices, the Board may, after thirty (30) days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted.
24. Modifications. This Agreement shall not be modified except by written amendment executed by authorized representatives of the parties.
25. Non-Solicitation Statement. The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for

it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement

26. Convicted Felon Statement. The Contractor swears that it complies with Board Code §2-8 (c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.
27. Complete Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

ATTACHMENT "C"
Sewerage and Water Board of New Orleans
Request for Proposals
ARMORED CAR SERVICES

CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF LOUISIANA

PARISH OF _____

Before me, the undersigned authority, came and appeared _____ who, being first duly sworn, deposed and said that:

He/She is the _____ and authorized representative of _____, hereafter called "Respondent."

The Respondent submits the attached RFP Response to the Board's RFP Response for Fuel Services _____, 2020.

The Respondent hereby confirms that a conflict(s) of interest **exists /does not exist/may exist (circle one)** in connection with this solicitation which might impair Respondent's ability to perform if awarded the contract, including any familial or business relationships that the Respondent, the proposed subcontractors, and their principals have with the Board officials or employees. *(If a conflict(s) of interest exists and/or may exist, describe in a letter the nature of the conflict, the parties involved and why there is a conflict. Attach said letter to this form).*

Respondent Representative (Signature)

(Print or type name)

(Address)

SWORN TO AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____ 2020.

NOTARY PUBLIC (Signature)

NOTARY PUBLIC (Print Name)

Notary ID#/Bar Roll # _____

ATTACHMENT "D"
Sewerage and Water Board of New Orleans
Request for Proposals
ARMORED CAR SERVICES

CONVICTED FELON AFFIDAVIT

NO TAXES, FEES, CHARGES OWED TO CITY OF NEW ORLEANS
AND/OR SEWERAGE AND WATER BOARD

STATE OF LOUISIANA
PARISH OF ORLEANS

BEFORE ME, the undersigned authority, duly commissioned and qualified and sworn in and for the
State and Parish aforesaid, personally came and appeared
_____ who after being duly sworn, did depose
and say as follows:

1. He/she is the _____ (title) of
_____ (company);
2. The Contractor complies with Section 2-8 (c) of the City Code.
3. The contracting entity, person or corporation whose principal(s), member(s), and /or
Officer(s) have, within the preceding 5 years, not been convicted or plead guilty to, a felony
under state or federal statutes, for embezzlement, theft of public funds, bribery, falsification
or destruction of public records; (City Code Section 2-8)
4. He/she is not delinquent on any taxes owed the City of New Orleans or fees/charges to the
Sewerage and Water of New Orleans
5. The Contractor has not employed or retained any company or person, other than a bona
fide employee working solely for him, to solicit or secure the subject contract. The
Contractor has not paid or agreed to pay any person, other than a bona fide employee
working for him, any fee, commission, percentage, gift, or any other consideration
contingent upon or resulting from the subject contract.

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS
_____ DAY OF _____ 20____.

NOTARY PUBLIC (Signature)

NOTARY PUBLIC (Print Name)

Notary ID#/Bar Roll #_____

ATTACHMENT “E”
Sewerage and Water Board of New Orleans
Request for Proposals
ARMORED CAR SERVICES

Non-Solicitation Affidavit

STATE OF LOUISIANA
PARISH OF

Before me, the undersigned authority, came and appeared _____,
who, being first duly sworn, deposed and said that:

1. He/She is the _____ and authorized representative of
_____, hereafter called “Contractor.”

2. The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

Contractor Representative (Signature)

(Print or type name)

(Address)

Sworn to and subscribed before me, in _____, Louisiana, this _____ day of ,
20____ .

Notary Public

Notary Identification/Bar Roll Number

Attachment "F"
Sewerage and Water Board of New Orleans, Louisiana
Request for Proposals
ARMORED CAR SERVICE
IDENTIFICATION OF SUBCONTRACTORS

STATE OF LOUISIANA

PARISH OF _____

Before me, the undersigned authority, came and appeared _____, who, being first duly sworn, deposed and said that:

1. He/She is the _____ and authorized representative of _____, hereafter called "Respondent."
2. The Respondent submits the attached proposal in response to Sewerage and Water Board of New Orleans Proposal # _____.
3. The Respondent hereby identifies the following persons, natural or artificial, who are retained by Respondent at the time the attached proposal is submitted and who are expected to perform work as subcontractors in connection with the Respondent's work for the Sewerage and Water Board. Respondent hereby acknowledges and agrees that when new subcontractors not previously named are added to the project; they must be promptly identified to the Sewerage and Water Board User Department within 48 hours of the change. The official change may not take place unless and until the Sewerage and Water Board provides its written approval.

Person(s) and Company Name (if applicable)

Respondent Representative (Signature)

(Print or type name)

(Address)

Sworn to and subscribed before me, _____, Notary Public, this ____ day of _____, 2011____.

Notary Public (signature)

Notary ID#/Bar Roll #